

STATE OF HAWAII  
STATE PROCUREMENT OFFICE  
HONOLULU, HAWAII

Legal Ad Date: May 15, 1998

INVITATION FOR BIDS

NO. IFB-98-185-O

SEALED BIDS

FOR

FURNISHING

MESSENGER SERVICE

FOR

DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
INFORMATION AND COMMUNICATION SERVICES DIVISION

will be received up to and opened at 2:00 p.m. (HST)

on

May 26, 1998

in the State Procurement Office, Kalanimoku Building, 1151  
Punchbowl Street, Room 416, Honolulu, Hawaii 96813.

Questions relating to this bid solicitation may be  
directed to Ms. Caroldynne Yamashita, telephone (808) 586-0566 or  
facsimile (808) 586-0570.

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ROBERT J. GOVERNS, CPPB  
Procurement Officer

**WAGE CERTIFICATE**  
(For Service Contracts)

Subject: IFB/RFP No.: \_\_\_\_\_

Title of IFB/RFP: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(To be completed by offeror)

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$5,000, the services to be performed will be performed under the following conditions:

1. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work; and
2. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Offeror \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

06/03/96

FURNISHING MESSENGER SERVICE  
FOR DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
INFORMATION AND COMMUNICATION SERVICES DIVISION

Procurement Officer  
State Procurement Office  
State of Hawaii  
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: \_\_\_\_\_

Respectfully submitted,

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

\_\_\_\_\_  
Exact Legal Name of Offeror

Payment address, if other than  
street address at right:

\_\_\_\_\_  
Authorized Signature (Original)

\_\_\_\_\_  
Title

Hawaii General Excise Tax Lic.  
I.D. No.: \_\_\_\_\_

\_\_\_\_\_  
Street Address

Social Sec. or Federal I.D. No.: \_\_\_\_\_

\_\_\_\_\_  
City, State, Zip Code

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

\_\_\_\_\_  
Offeror is: ☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture

State of incorporation: Hawaii \_\_\_\_\_ \*Other \_\_\_\_\_

\*If "other", is corporate seal available in Hawaii? ☐ Yes ☐ No

The following bid is hereby submitted for Messenger Service for the Department of Accounting and General Services, Information and Communication Services Division, as specified herein:

<u>Item No.</u>	<u>Bid Price Per Month</u>	<u>No. of Months</u>	<u>Total Bid Price</u>
1. Services on a regular basis	\$_____	12	\$_____
2. Services on an on-call basis	<u>Bid Price Per Trip</u>	<u>Estimated No. of Trips</u>	<u>Estimated Total Bid Price</u>
One Box	\$_____	192	\$_____
Each Additional Box	_____	192	_____
Estimated Total Bid Price - Item 2:			\$_____

Adjustment to be made to the bid price for stops added to or deleted from Attachments A and B: \$\_\_\_\_\_ per stop per day

Percentage of bid price per month that represents labor costs: \_\_\_\_\_%

Is work performed by employees under this contract similar to that performed by public employees as described in the attached Class Specification? \_\_\_\_Yes \_\_\_\_No

No. of years bidder has been operating a messenger or courier service \_\_\_\_\_

Business Address \_\_\_\_\_  
\_\_\_\_\_

Telephone (answering service not acceptable):

During normal business hours: \_\_\_\_\_

After business hours: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Offeror \_\_\_\_\_

Offeror shall provide the following information as required by the Special Provisions:

Commercial General Liability (Occurrence Form)

Insurance Company \_\_\_\_\_ Policy No. \_\_\_\_\_

Agent \_\_\_\_\_ Policy Expiration Date \_\_\_\_\_

Automobile Liability

Insurance Company \_\_\_\_\_ Policy No. \_\_\_\_\_

Agent \_\_\_\_\_ Policy Expiration Date \_\_\_\_\_

Workers' Compensation

Insurance Company \_\_\_\_\_ Policy No. \_\_\_\_\_

Agent \_\_\_\_\_ Policy Expiration Date \_\_\_\_\_

Temporary Disability

Insurance Company \_\_\_\_\_ Policy No. \_\_\_\_\_

Agent \_\_\_\_\_ Policy Expiration Date \_\_\_\_\_

Prepaid Health Carrier \_\_\_\_\_

Unemployment Insurance: State of Hawaii Labor No. \_\_\_\_\_

Public Utilities Permit number: \_\_\_\_\_

Listed below are the names and addresses of three companies or government agencies for whom bidder has provided or is presently providing messenger service.

Name, Company Representative, Address, and Telephone No.

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

Offeror \_\_\_\_\_

## SPECIFICATIONS

### SCOPE

Contractor shall provide all the necessary equipment, vehicles, personnel and supervision and therewith satisfactorily provide messenger services for the Department of Accounting and General Services, Information and Communication Services Division (ICSD).

### DESCRIPTION OF WORK

#### Regular Daily Schedule

1. Messenger services shall be provided from Monday through Friday, except on State holidays between the hours of 7:15 a.m. and 6 p.m. and shall consist of the pickup and delivery of intra-agency mail as shown on Attachments A and B.
2. Materials to be picked up and dropped off will include, but shall not be limited to computer reports, correspondence, printed forms, magnetic tapes, cartridges and checks contained in boxes, envelopes and pouches. Estimated number of containers to be picked up and dropped off at each location is listed on Attachment A.
3. Each trip shall originate at the Kalanimoku Building, Basement Room B-30, 1151 Punchbowl Street, as shown on Attachment A, except for the 1:30 p.m. trip which originates at the Capitol Center Building.
4. SPECIAL STOPS: Every Tuesday on the 9 a.m. trip, two (2) containers holding such items as magnetic tapes, unfolded card boxes (approximately 18" x 6"), and canvas bags shall be transported from the Kalanimoku Building to American Security Bank. Once a month 40 unfolded boxes (approximately 18" x 6") will be sent to American Security Bank. If a State holiday falls on a Tuesday, Contractor shall provide the service on the following work day. (See Attachments A and B for details).

#### On-Call Services

1. Contractor shall provide on-call, direct messenger service Monday through Friday, excluding State holidays, between the hours of 7:30 a.m. and 8:00 p.m. On-call services shall consist of pickup and delivery of mail material between:
  - Kalanimoku Building  
1151 Punchbowl Street, Basement B30  
Honolulu, Hawaii 96813
  - Capitol Center Building  
1177 Alakea St., Basement B100  
Honolulu, Hawaii 96813

## DESCRIPTION OF WORK (continued)

### On-Call Services (continued)

2. Materials to be picked up and dropped off will include but shall not be limited to computer reports, correspondence, printed forms, magnetic tapes, and cartridges contained in boxes, envelopes and pouches. The estimated frequency and number of containers to be picked up and delivered each trip in one year is:

16 trips/month        = 192 trips/year  
2 containers/trip = 384 containers/year

3. Trips shall originate at the Kalanimoku Building and directly end at the Capitol Center Building, or shall originate at the Capitol Center Building and directly end at the Kalanimoku Building.
4. The messenger must be present at the requested origination site within thirty (30) minutes from the time the on-call service is requested. Travel time between the Kalanimoku Building and Capitol Center Building under normal circumstance should be within fifteen (15) minutes. The majority of the on-call messenger service requests will be during normal business hours of 7:45 a.m. to 4:30 p.m.

ICSD will inform the Contractor before 5 p.m. to be on standby for direct messenger service required after 5 p.m. of that day. After 5 p.m., ICSD will call the Contractor again at the time that the on-call, direct messenger service is actually needed. The messenger must be present at the requested origination site within thirty (30) minutes from the time of the service request is made.

5. Vehicle used to transport containers will be either a car, van or truck which will provide a protected environment against the weather elements. The interior of the vehicle shall be clean to prevent containers from being soiled or damaged.

### STATE'S RESPONSIBILITY

The State shall:

1. Provide all containers (boxes, envelopes, pouches).
2. Make no shipments of cash.
3. Ensure that all containers are properly secured, sealed/fastened, and clearly labeled with the delivery address.

### CONTRACTOR'S RESPONSIBILITY

Contractor's responsibility begins when said containers are picked up by the Contractor at the originating office and terminates upon delivery to the destination specified herein.

Contractor shall:

1. Be responsible to receive only properly sealed, secured, fastened and labeled containers.
2. Furnish expeditious and effective service at all times.
3. Abide by the following:
  - a. All containers shall be picked up and delivered per Attachment A daily schedule. Upon completion of each trip, all remaining containers shall be deposited at the Kalanimoku Building ICSD messenger location.
  - b. Contractor shall deliver and pickup from each designated stop all containers to be transported.
  - c. Contractor shall receive from the ICSD Operations Control Section, a trip transmittal sign-in/sign-out packet at the start of each trip.
  - d. Contractor shall hand carry the trip transmittal packet which will be initialed by the coordinator at each stop and returned to the messenger.
  - e. Contractor shall return the trip transmittal packet to the ICSD Operations Control Clerk after the completion of each trip.
4. Be responsible and liable for any loss of property which Contractor receives in accordance with this contract.

It shall be the Contractor's responsibility to insure that containers, (boxes, bags, packages, envelopes) are not lost, stolen, destroyed, or damaged in transit. Contractor shall be responsible and liable for any loss of property which is received by the Contractor in accordance with this contract.

#### CONFIDENTIALITY OF DOCUMENTS

The Contractor shall be responsible for the security and confidentiality of all parcels and its contents. Any breach of this provision shall be cause for immediate termination of this contract and shall subject the Contractor and his employees to prosecution as provided by law.



## SPECIAL PROVISIONS

### SCOPE

The furnishing of Messenger Service for the Department of Accounting and General Services, Information and Communication Services Division (ICSD), shall be in accordance with these Special Provisions, the attached Specifications, the General Terms and Conditions dated September 1, 1995 and included by reference. Copies of the General Terms and Conditions are available at the State Procurement Office, Room 416, 1151 Punchbowl Street, Honolulu, Hawaii 96813 and on the internet at <http://www.state.hi.us>.

### CONTRACT ADMINISTRATOR

For purposes of this contract, the Chief of the Systems Operations Branch of ICSD, telephone 586-1881, is designated Contract Administrator.

### TERM OF CONTRACT

Contractor shall enter into a contract for furnishing messenger service for the twelve-month period July 1, 1998 to June 30, 1999.

Unless terminated, the contract shall be extended for not more than two additional twelve-month period without the necessity of rebidding, upon mutual agreement in writing at least sixty (60) days prior to expiration, provided the contract price for the extended period remains the same or lower than the initial bid price or as adjusted for any allowable increase related to increased wages for employees performing similar work.

The Contractor or the State may terminate the extended contract at any time upon sixty (60) days prior written notice.

### BIDDER QUALIFICATION

To assure the State that the bidder is capable of performing the work specified herein, bidder must meet the following:

1. Bidder shall meet the statutory requirements of the Motor Carrier Law, Chapter 271, Hawaii Revised Statutes (HRS). Bidder shall insert the permit number issued by the Public Utilities Commission in the appropriate space on Offer Form page OF-3.
2. Bidder must have a permanent office address on the island of Oahu and shall indicate on the Offer Form page, bidder's business address, telephone number and name of contact person.
3. Bidder must have at least six (6) months experience operating a messenger service business. Proof shall be furnished upon request. Bidder shall indicate on the Offer Form, the length of time bidder has been in operation as a messenger service.

### BID PREPARATION

OFFER FORM, Page OF-1. Offeror is requested to submit its offer using offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on OFFER FORM, page OF-1. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be an original signature in ink. If OFFER FORM, page OF-1, is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the offeror's intent to be bound.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (HRS), and vendors are advised that they are liable for the Hawaii General Excise tax (GET) at the current 4% rate. If, however, an offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Tax Equalization Provision. For evaluation purposes, pursuant to §103-53.5, HRS, as amended, the price offer submitted by an offeror not liable for the GET under this solicitation, shall be increased by the current rate of the GET. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

Bid Price. Bid price shall include labor, equipment, transportation, all applicable taxes and all other costs incurred to provide services as specified. Bid price shall be the all inclusive cost to the State and no other charges will be honored.

Tax Clearance. An **original or certified copy** of a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) must be submitted with offeror's sealed offer by the due date and time.

The tax clearances from DOTAX and IRS shall be obtained on the attached one-page, two-sided **Tax Clearance Application (Form A-6, Rev.1998)** which is accompanied by Instructions that offerors should carefully read. Effective March 1, 1998, only this revised Form A-6 will be accepted by DOTAX and IRS.

Out-of-state offerors should mail their application to DOTAX's Oahu District Office.

Effective 12/1/97 tax clearance certificates are valid for a **six-month** (not 180 day) period beginning on the later dated DOTAX or IRS approval stamp. For example, a 12/15/97 certificate is valid through 6/15/97.

The tax clearance submitted with the sealed offer must be valid on the solicitation's legal ad date or any date thereafter up to the offer due date. A valid tax clearance received with the offer will remain valid for the contract award.

**For the purpose of this solicitation the State Procurement Office will accept the attached completed SPO Form TEMP B, "Certification for Tax Clearance" in place of the DOTAX Form A-6 (Rev.1998), if offeror is unable to obtain a tax clearance certificate in time for submittal with the sealed offer. However, the successful offeror is required to submit a tax clearance certificate prior to award.**

NOTE: The above tax clearance requirement is in addition to the existing requirement for final payment. Refer to the special provisions on INVOICING below for information on the tax clearance requirement for final payment.

Insurance. Bidder shall provide the requested insurance information on the Offer Form.

References. Bidder shall also furnish on the Offer Form, the names and addresses of at least three (3) companies or government agencies for whom bidder has provided or is currently providing comparable messenger services as specified herein, and who can attest to the reliability of the bidder's service and/or personnel. The State reserves the right to contact any of the listed companies or agencies to inquire about the bidder's past performance.

#### STATUTORY REQUIREMENTS OF SECTION 103-55, Hawaii Revised Statutes (HRS)

Refer to Section 2.8 of the General Terms and Conditions. Bidder shall complete and submit the attached wage certification by which bidder certifies that the services required will be performed pursuant to Section 103-55, HRS.

Bidders are advised that Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Bidders are further advised that in the event of an increase in wages for public employees performing similar work during the period of the contract, Contractor shall be obliged to provide wages not less than those increased wages.

Contractor shall be further obliged to notify his employees performing work under this contract of the provisions of 103-55, HRS, and of the current wage rate for public employees performing similar work. Contractor may meet this obligation by posting a notice to this effect in the Contractor's place of business in an area accessible to all employees, or the Contractor may include such notice with each paycheck or pay envelope furnished to the employee.

To assist the bidder in determining whether the work his employees are to perform under this contract is similar to that performed by public employees, attached are class specifications for the Clerk II, SR 06, State position that perform messenger service duties.

Effective January 1, 1995, the basic hourly wage paid to a Clerk II position is \$8.03 per hour. Accordingly, bidder should consider the aforementioned wage rate when preparing his/her bid.

#### CONTRACT ADJUSTMENT PURSUANT TO SECTION 103-55, HRS

At the release of this bid solicitation, only the current wage of State employees performing similar work is known. Should public employee wages increase during any period of the contract, including supplements, the Contractor may request for an increase in contract price. The increase requested must result in an increase in wages to the Contractor's employees performing the work herein, including any increase in costs for benefits required by law that are automatically increased as a result of increased wages, such as federal old age benefits, workers' compensation, temporary disability insurance, unemployment insurance, and prepaid public health insurance.

Contractor's request for an increase must meet the following criteria:

1. At the time of a request, Contractor must provide documentation to show that he is in compliance with Section 103-55, HRS, i.e., its employees are being paid no less than the known wage of the State position listed herein. Documentation shall include the employees' payroll records and a statement that the employees are being utilized for this contract.
2. At the time of bidding, the Contractor must have specified on the appropriate Offer Form page, the percentage of the bid price per month that represents labor costs. If the Contractor fails to specify the percentage, the Contractor's request for increase will not be considered.
3. Request for increase must be made in writing to the State Procurement Office on a timely basis.
  - a. Request for increase for the initial contract period must be made as soon as practicable after the State wage
  - b. Request for increase for supplemental period of the contract must be made prior to the start of the supplement. Contractor is to call the Purchasing Specialist named on the cover of this Invitation for Bids to obtain the current wage information.

If the Contractor meets the above criteria in its request for contract price increase, the following formula shall be used to calculate the increase:

First Increase:  $WI = (XY) (Z) + FB$

Subsequent Increase(s):  $WI = AZ + FB$

whereby,  $WI$  = Dollar amount increase in bid price per month due to increase in State wages;  
 $X$  = Original contract price per month;  
 $Y$  = Percentage of bid price per month designated by Contractor as representing labor costs;  
 $Z$  = Percentage increase in wages paid to State employees performing similar work;  
 $FB$  = Additional costs for those benefits required by statute, directly related to the allowed increase in wages paid to Contractor's employees;  
 $A$  = That portion of the contract amount representing wages (this amount is  $X$  times  $Y$  plus any increase(s) in contract price per month resulting from increase in State wages).

The increase shall be reflected in either a change order or in the supplemental agreement issued for any extended period of the initial contract.

#### LIABILITY INSURANCE

Contractor shall maintain insurance acceptable to the State in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by the Contractor shall provide the following limit(s) and coverage(s):

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (occurrence form)	\$300,000 combined single limit per occurrence for bodily injury and property damage
Comprehensive Three D Crime Policy	Not less than \$25,000
Comprehensive Auto Liability (If vehicle is used)	BI: \$100,000 per occurrence PD: \$ 50,000 per occurrence

Each insurance policy required by this contract shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Accounting and General Services, State Procurement Office, P. O. Box 119, Honolulu, Hawaii 96810-0119."
2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The Contractor shall maintain the minimum insurance required in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements. The policy or policies of insurance maintained by the Contractor shall provide the limits and coverages specified herein.

The Contractor agrees to deposit with the State of Hawaii, on or before the effective date of this contract, certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefor on deposit with the State during the entire term of this contract. Upon request by the State, Contractor shall furnish a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

#### METHOD OF AWARD

Award, if any, will be made on an individual item basis to the responsible and responsive bidder(s) submitting the lowest total bid price for Item No. 1 and/or the lowest estimated total bid price for Item No. 2. Bidders need not bid on both items to qualify for award.

Prior to awarding the contract, the State will require certification of the following insurance coverages:

Workers' Compensation  
Temporary Disability  
Unemployment Insurance  
Prepaid Health Care

#### CONTRACT EXECUTION

For contract award totaling \$25,000 or more, the State shall forward a formal contract to the successful offeror for execution. The contract shall be signed by the successful vendor and returned within ten (10) calendar days after receipt by the vendor as specified on Section 3.3 of the General Terms and Conditions. No performance or payment bond is required.

If the option to extend for the additional twelve-month period or part thereof is mutually agreed upon, Contractor shall be required to execute a supplement to the contract.

#### INVOICE

Contractor shall submit a monthly invoice, original and three copies, for services rendered to:

Department of Accounting and General Services  
Information and Communication Services Division  
P. O. Box 119  
Honolulu, Hawaii 96810

If the same Contractor is awarded Item Nos. 1 and 2, Contractor shall submit two invoices per month. One shall be for services rendered on a regular basis and itemizing any adjustments for additions or deletions of stops from the daily route schedule. The second invoice shall be itemized for on-call services rendered. All invoices shall reference the contract number assigned to the contract.

A tax clearance certificate must accompany the invoice for final payment and shall be an original or certified copy, not over two-months old.

#### PAYMENT

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods or performance of the service to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

## REMOVAL OF CONTRACTOR'S EMPLOYEES

Contractor agrees to remove any of his employees from services rendered and to be rendered the State, upon request in writing by the Contract Administrator.

## LIQUIDATED DAMAGES

Refer to Section 6.12 of the General Terms and Conditions. Liquidated damages is fixed at the sum of FIFTY DOLLARS (\$50.00) for each and every calendar day the Contractor fails to perform in whole or in part any of his obligations specified hereunder.

## ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules.

Provisions from the General Terms and Conditions Not Applicable. Sections 2.11 and 2.14 of the General Terms and Conditions which apply specifically to the Request for Proposals method of source selection are not applicable to Invitation for Bids. Also Sections 2.10 and 2.13 which apply specifically to the Invitation for Bids method of source selection are not applicable to Requests for Proposals.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

Preparation of Offer. General Terms and Conditions Section 2.5, paragraph four, is rescinded and replaced with the following:

"An offeror may submit only one offer in response to a solicitation. If an offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an offeror may submit only one offer for each line item (if any) of a solicitation. If an offeror submits more than one offer per line item, then all offers for that line item shall be rejected."

Preference for Hawaii Products. General Terms and Conditions Section 3.1(B), paragraphs one and two only are rescinded and replaced with the following: "A purchasing agency shall review all specifications in a bid or proposal for purchase from the Hawaii products list where these products are available; provided that the products: Meet the minimum specifications and the selling price f.o.b. jobsite; unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price in Hawaii f.o.b. jobsite; and unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price of a similar non-Hawaii product by more than: three per cent where class I Hawaii products are involved; five per cent where class II Hawaii products are involved; or ten per cent where class III Hawaii products are involved."

All persons submitting bids or proposals to claim Hawaii products preference shall designate in their bids which individual product and its price is to be supplied as a Hawaii product.

Where a bid or proposal contains both Hawaii and non-Hawaii products, then for the purpose of selecting the lowest bid or purchase price only, the price bid or offered for a Hawaii product item shall be decreased by subtracting therefrom: three per cent, five per cent, or ten per cent for the class I, class II, or class III Hawaii product items bid or offered, respectively. The lowest total bid or proposal, taking the preference into consideration, shall be awarded the contract unless the bid or offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the bid or price offered, exclusive of the preferences."

Printing Preference. General Terms and Conditions Section 3.1(C), paragraphs one and two are rescinded and replaced with the following: "All bids or proposals submitted for a printing, binding, or stationery contract in which all work will be performed in-state, including all preparatory work, presswork, bindery work, and any other production-related work shall received a fifteen per cent preference for purposes of bid or proposal evaluation.

Where bids or proposals are for work performed in-state and out-of-state, then for the purpose of selecting the lowest bid or evaluating proposals submitted only, the amount bid or proposed for work performed out-of-state shall be increased by fifteen per cent. The lowest total offer, taking the preference into consideration, shall be awarded the contract unless the solicitation provides for additional award criteria. The contract amount awarded, however, shall be the amount of the price offered, exclusive of the preference."

Bond Forms. The bond forms, Exhibits B through H, are replaced by the forms issued by the Procurement Policy Board Directive No. 1997-01, dated November 12, 1997, included herein by reference and made a part hereof. Copies of the bond forms are available at the State Procurement Office, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813.



ICSD MESSENGER SERVICE STOPS

<u>STOP</u>	<u>LOCATION</u>	
Main Computer Center (ICSD - Kalanimoku)	Kalanimoku Building, 1151 Punchbowl St., Honolulu, HI 96813, Basement, Room B30	
Liliuokalani (Department of Human Services)	Liliuokalani Building, 1390 Miller St., Honolulu, HI 96813, Basement, Input/Output	Counter
Kinau Hale (Department of Health)	Kinau Hale Building, 1250 Punchbowl St., Honolulu, HI 96813, Room HISO #2	
Kamamalu (Department of Commerce and	Kamamalu Building, 1010 Richards St., Honolulu, HI 96813, First Floor, Information Consumer Affairs)	Counter
Kekuanao'a (Hawaii Criminal Justice Data	Kekuanao'a Building, 463 S. King St., Honolulu, HI 96813, First Floor, Diamond Head Center)	Side
Tax Office (Department of Taxation)	State Tax Office, 830 Punchbowl St., Honolulu, HI 96813, Second Floor, Room 213	
Keelikolani (Department of Labor and Industrial Relations)	Keelikolani Building, 830 Punchbowl St., Honolulu, HI 96813, First Floor, Room 115	
City Financial Tower (CFT) (Retirement System, B&F)	City Financial Tower, 201 Merchant St., Honolulu, HI 96813, Fourteenth Floor, Suite 1400	
State Record Center (Department of Accounting and General Services)	State Record Center, 729B Kakoi Street, Honolulu, HI 96819	
Kawaiahao Plaza (ICSD - Applications)	Kawaiahao Plaza, 567 S. King St., Honolulu, HI 96813, Fourth Floor	

Melim  
(ICSD - Data Prep)

Melim Building, 333 Queen St.,  
Honolulu, HI 96813, Tenth Floor

Bishop Centre  
(ICSD - Systems Services)  
912

Bishop Centre, 1164 Bishop St.,  
Honolulu, HI 96813, Ninth Floor, Room

ATTACHMENT A

ICSD MESSENGER SERVICE SCHEDULE OF TRIPS AND STOPS

Trip 1			Trip 2			Trip 3			Trip 4			Trip 5			Trip 6			Trip 7			Trip 8		
7:15 AM	PICK UP*	DROP OFF*	9:00 AM**	PICK UP*	DROP OFF*	10:45 AM	PICK UP*	DROP OFF*	11:45 AM	PICK UP*	DROP OFF*	1:30 PM	PICK UP*	DROP OFF*	2:45 PM	PICK UP*	DROP OFF*	3:20 PM	PICK UP*	DROP OFF*	5:45 PM	PICK UP*	DROP OFF*
KALANIMOKU	45		KALANIMOKU	26		KALANIMOKU	5		KALANIMOKU	17		MELIM	2		KALANIMOKU	14		KALANIMOKU	22		KALANIMOKU	3	
LILUOKalani	1	18	LILUOKalani	2	3	BISHOP CNTR	2	2	LILUOKalani	4	4	KALANIMOKU	13	2	LILUOKalani	2	3	KANU HLE	2	4	MELIM	3	3
KEKUPAOA	1	1	KANU HLE	2	4	MELIM	3	3	KEKUPAOA	1	1	LILUOKalani	3	3	TAX OFFICE	1	3	BISHOP CNTR	2	2	KALANIMOKU		3
TAX OFFICE	1	7	BISHOP CNTR	2	2	KALANIMOKU		5	TAX OFFICE	1	1	KEKUPAOA	1	1	KEELIKLANI	2	2	KAWAIAHAO	1	1			
KEELIKLANI	3	10	KAWAIAHAO	2	1				KEELIKLANI	2	5	KEELIKLANI	2	3	MELIM	2	2	KEELIKLANI	3	4			
MELIM	2	2	KEELIKLANI	2	3				CFT	4	4	MELIM	2	2	CSEA	1		CFT	1	1			
CSEA		3	CFT	1	1				MELIM	2	2	KAWAIAHAO PLAZA	4	4	KAWAIAHAO PLAZA	4	4	LILUOKalani	2	3			
KAWAIAHAO PLAZA	4	4	MELIM	2	2				CSEA	1		KALANIMOKU		12	KALANIMOKU		12	KEKUPAOA	1	1			
KALANIMOKU			KAWAIAHAO PLAZA	4	1				KAWAIAHAO PLAZA		4							MELIM	2	2			
			STATE RECORD CENTER		9				KALANIMOKU		19							KAWAIAHAO PLAZA	4	4			
			KALANIMOKU		17													KALANIMOKU		18			

\*Estimated number of parcels which includes boxes, envelopes, and pouches.

\*\*Every Tuesday on the 9 a.m. trip, 2 parcels containing five (5) magnetic tapes each are to be delivered from the Kalaninimoku Building to Bank of Hawaii. (If a holiday, the trip shall be made on the following work day.) Parcels shall be delivered to:

Bank of Hawaii Annex  
Data Processing Center  
800 Nuuanu Avenue  
Third Floor

NOTE: Parcels shall be left with the receptionist.